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PUBLIC EMPLOYMENT  
RELATIONS BOARD

AGREEMENT

BETWEEN

CITY OF KNOXVILLE

AND

PUBLIC PROFESSIONAL AND

MAINTENANCE EMPLOYEES

LOCAL 2003 IUPAT

JULY 1, 2007

to

JUNE 30, 2010

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#### PREAMBLE

THIS AGREEMENT is entered into by and between the City of Knoxville, Iowa, hereinafter referred to as "Employer", and the Public, Professional and Maintenance Employees, Local 2003, IUPAT AFL-CIO hereinafter referred to as "Union".

#### ARTICLE 1 - RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of the Employer in the following bargaining unit established pursuant to Order of Certification in PERB Case No. 5646 dated February 14, 1997, to-wit:

INCLUDED: All regular full-time employees in the following classifications: Police Sergeant, Patrol Officer, Dispatcher, Laborer, Operator, Clerk/Bookkeeper, Maintenance Custodian.

EXCLUDED: Chief of Police, Assistant Chief of Police, Administrative Assistant/Dispatcher, City Manager, City Clerk, Finance Officer, Executive Secretary, Public Works Director, Public Works Superintendent, Waste Water Treatment Plant Superintendent, Assistant Waste Water Treatment Plant Superintendent, Director of Recreation, Aquatic Supervisor, Program Supervisor and all other persons excluded by Section 4 of the Act.

and the parties further agree that those employees added or deleted to the bargaining unit by the Public Employment Relations Board during the effective period of this Agreement, shall be recognized thereafter as included or not included within the bargaining unit, as the case may be, pursuant to the Board's certification.

#### ARTICLE 2 - DEFINITIONS

Section 1. ACT means the Iowa Public Employment Relations Act, as it may be amended from time to time.

Section 2. PERB is the Iowa Public Employment Relations Board.

Section 3. BARGAINING UNIT is the bargaining unit recognized by the employer and defined in Article I, Recognition, Section 1 hereof.

Section 4. A REGULAR EMPLOYEE is an employee, other than a temporary employee or a part-time employee, who is regularly scheduled to work forty (40) hours or more per week.

Section 5. PROBATIONARY EMPLOYEES.

a. POLICE OFFICERS - With regard to police officers, a probationary employee is an employee who has not successfully completed twelve (12) consecutive months of continuous service. This probationary period for police officers is in addition to any other probationary period an employee must serve, even if the employee has completed a different probationary period for the Employer.

b. OTHER EMPLOYEES - With regard to all other employees a probationary employee is an employee who has not successfully completed twelve (12) months of continuous service.

c. PROMOTIONAL PROBATIONARY PERIOD - A promotional appointment shall be subject to a probationary period of sixty (60) days continuous service, which period shall be utilized for closely observing the promoted employee's work and for ensuring the effective adjustment of the promoted employee in the new position. A promoted employee whose performance during the probationary period is unsatisfactory to the Employer may be returned to the position previously held without loss of seniority. At least two (2) weeks prior to the expiration of the probationary period, the Employer shall make the final determination and shall give written notice of rejection or of permanent promotion to the employee.

Section 6. PART-TIME EMPLOYEE is any person employed by the Employer on a continuing part-time basis who works more than twenty (20) hours per week, but less than forty (40) per week.

Section 7. A TEMPORARY EMPLOYEE is any person employed by the Employer for a period of four (4) months or less.

Section 8. The word "employee" when used in this Agreement, except where the context clearly indicates otherwise, shall be limited to mean "regular" employee.

### ARTICLE 3 - MANAGEMENT RIGHTS

Section 1. In addition to all powers, duties and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Union recognizes the powers, duties and rights which belong solely, exclusively, and without limitation to the Employer, to-wit:

- a. the right to manage the Employer's operations and to direct the working force;
- b. the right to hire employees;
- c. the right to maintain order and efficiency;
- d. the right to extend, maintain, curtail or terminate operations of the Employer;
- e. the right to determine the size and location of the Employer's operations, to determine the type and amount of equipment to be used, and to determine and implement methods by which its operations are to be conducted;
- f. the right to determine and implement assignments by which the department operations are to be conducted, the right to determine methods and material to be used, including the right to introduce new methods or facilities and to change existing methods and facilities;
- g. the right to determine and implement the number of personnel needed to conduct the operations of the department and the right to create, modify and terminate departments, job classifications and job duties;
- h. the right to transfer, promote and demote, assign and detain employees;
- i. the right to discipline;
- j. the right to suspend and discharge employees for proper cause;
- k. the right to relieve public employees from duties because of lack of work or for other legitimate reasons;
- l. the right to determine the number and starting times of shifts, the number of hours and days in the workweek, hours of work, and the number of persons to be employed by the Employer at any time; and
- m. the right to enforce and require employees to observe rules and regulations set forth by the Employer; provided however, that these rights will not be used for the purpose of discriminating against any employee because of membership or nonmembership in the Union.

Section 2. The list of management rights set forth above is not exclusive and it is understood that except as specifically

and expressly modified or limited by this Agreement all of the rights, power, authority and prerogatives the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control. The rights set out above and included within this section are not grievable unless specifically and expressly permitted by a later section of this Agreement.

#### ARTICLE 4 - UNION RIGHTS AND RESPONSIBILITIES

Section 1. The Union recognizes its responsibilities as the sole and exclusive bargaining agent of the employees within the bargaining unit and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the Employer must be able to operate efficiently. The Union, therefore, agrees to cooperate in the attainment of these goals and agrees to the following, to-wit:

- a. that it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees;
- b. that it will actively combat absenteeism and any other practice which restricts efficient operations of the Employer; and
- c. that it will earnestly strive to improve and strengthen good will between and among the City and its employees, the Union, and the public.

Section 2. The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no discrimination by the Employer or the Union because of membership or non-membership in the Union. The Union agrees that neither it nor any of its officers or agents will engage in any Union activity which will interrupt or interfere with the operations of the Employer.

Section 3. For purposes of investigating pending grievances, a duly authorized representative of the Union shall have access to the Employer's premises with the prior consent of the supervisor. The Employer will cooperate to facilitate such visitations, and the Union and its authorized representative will not interfere with or interrupt the operations of the Employer or the work of the employees.

## ARTICLE 5 - DUES CHECK OFF

Section 1. The Employer will make monthly deductions from the first paycheck of the month from the wages of each employee covered by the Agreement if the employee provides the Employer with a written authorization therefore. The deductions will be for monthly Union dues in the amounts certified in such authorizations or as the same may be modified by written notification from the Union. The Employer will remit such money together with a statement listing the amount of money withheld from each employee, to the Treasurer of the Union not later than fifteen (15) days after the money has been withheld.

Section 2. Any authorization may be revoked by an employee at any time upon thirty (30) days' written notice to the City and shall automatically be cancelled upon termination of employment.

Section 3. The Union agrees to indemnify and hold the Employer harmless against any claim of an employee or against any liability found against the Employer arising out of the operation of this Article. Nothing herein shall be construed as creating any obligation on the part of the Employer for the payment of any Union dues or deductions on behalf of the employee.

## ARTICLE 6 - CIVIL SERVICE

Section 1. In all matters involving hiring, promotions, demotions, layoffs, suspensions and discharges, the parties agree that, for sworn police officers, these matters are under the jurisdiction of Chapter 400, The Code, Civil Service.

## ARTICLE 7 - SENIORITY

### A. Civil Service Employees

Section 1. Seniority matters for Civil Service Employees are under the jurisdiction of Chapter 400, The Code, Civil Service, as the same may be amended.

### B. Other Employees

Section 1. Seniority is defined as an employee's length of continuous service with the Employer from the employee's most recent



date of hire and becomes applicable immediately following completion of the probationary period.

Section 2. The Employer shall post complete seniority lists of the employees covered by this Agreement on July 1. This list shall remain posted and the Employer shall give a copy of such seniority lists to the Union. At any time that seniority lists are revised during the term of this Agreement, a revised list shall be posted and a copy shall be given to the Union. Any protest as to the correctness of this list must be made in writing to the Employer.

Section 3. The seniority of an employee shall terminate if the employee quits for any reason, including retirement; is discharged, fails to report to work after notice of recall within the time limit set out in this Agreement; is laid off for a period exceeding twelve (12) months; is absent from work for two (2) consecutive workdays without notice to and approval by the Employer, unless evidence satisfactorily to the Employer clearly provides that the employee was physically unable to give notice to the Employer; fails to report to work on the next scheduled workday following completion of a leave of absence; engages in other work for pay while on unpaid leave of absence without the written approval of the Employer; or gives a false reason for obtaining leave of absence.

Section 4. If there is a position vacancy in any bargaining unit position, except a position covered by Civil Service, and if the Employer makes a decision to fill that position, the Employer shall post a notice of such position vacancy on the bulletin board used by the Employer for seven (7) calendar days during which time a present employee, other than a Civil Service employee, may apply for such vacancy and will be given primary consideration provided that the employee meets the position qualifications established by the Employer. When more than one present employee applying for the vacancy is qualified, seniority shall govern.

#### C. Shift Assignments (Police & Dispatchers)

Section 1. A vacancy on a shift assignment shall be filled on the basis of seniority.

Section 2. If it is necessary to make a temporary shift change, the employer will give preference to seniority in filling the shift, to the extent possible.

## ARTICLE 8 - PROCEDURE FOR STAFF REDUCTION

### A. Civil Service Employees

Section 1. In all matters involving staff reduction the parties agree that, for sworn police officers, these matters are under the jurisdiction of Chapter 400, The Code, Civil Service.

### B. Other Employees

Section 1. In the event that the Employer determines that an employee is to be laid off, the Employer agrees to notify the Union as far in advance as possible so that the parties may discuss alternatives.

Section 2. In the event the Employer determines that an employee must be laid off within a department, the Employer shall consider qualifications and seniority, and if qualifications are equal between or among effected employees, seniority shall govern. A temporary, part-time or probationary employee performing duties within the department from which the employee has been or is to be laid off, is to be laid off first, in that order. No temporary, part-time or probationary employee shall have any right of recall.

Section 3. The Employer agrees, insofar as is possible, to give at least fourteen (14) calendar days' notice to an employee who is to be laid off except where the staff reduction is caused by events beyond the control of the Employer.

Section 4. Within a department, an employee will be returned to work in the reverse order in which that employee was laid off. No new employee will be hired for a job in that department until an employee laid off from that department has failed to comply with a notice of recall, unless the period of layoff exceeds twelve (12) months.

Section 5. An employee who is laid off shall keep the Employer advised of the employee's current mailing address. Notice of recall shall be sent by certified mail, return receipt requested to the employee's latest advised address.

Section 6. An employee shall report to work within fourteen (14) calendar days after notice of recall is mailed unless the notice of recall provides for a specific later effective date of

recall, in which case the employee shall report on said later effective date.

Section 7. An employee who is laid-off shall be allowed to bump an employee with less seniority in an equivalent or lesser classification within another department if the employee is qualified to perform the duties of that position. No civil service employee shall be allowed to bump a non-civil service employee and vice-versa.

#### ARTICLE 9 - JOB CLASSIFICATION & ASSIGNMENT

Section 1. For a Civil Service employee, if an employee is requested to work in a higher rated job classification for a period exceeding twenty (20) days within the contract year, the employee shall receive at least the minimum hourly rate for the higher rated job classification effective on the twenty-first (21st) day that the employee so works, and shall be returned to the regular rate of pay upon completion of the temporary assignment.

#### ARTICLE 10 - HOURS OF WORK

Section 1. The Employer shall establish and post the hours of work within groups and shifts as determined by it to best provide the service to be rendered and to accommodate the public being served. The hours as posted shall set forth the normal workday, workweek and work schedule but shall not be construed as a guarantee of hours of work per day, per week or per schedule, or days of work per week or per schedule.

Section 2. It is understood and agreed that the work schedules for all employees may be changed by the Employer from time to time to meet the Employer's requirements. It is also understood and agreed that the Employer shall have the right to reduce, extend or maintain the hours of work for any employee and the employee shall be required to work at times as scheduled by the Employer. The Employer shall give the Union as much advance notice as possible of any major change in work schedules.

Section 3. The normal work schedule for all employees is as follows:

a. The normal work schedule for a police officer and a dispatcher shall commence on a date set by the Employer and shall

consist of six (6) days on followed by two (2) days off, six (6) days on followed by two (2) days off, six (6) days on followed by two (2) days off, six (6) days on followed by three (3) days off, five (5) days on followed by three (3) days off. The normal workday shall consist of eight (8) hours duration, during which the employee shall be given a one-half (1/2) hour paid lunch break. Each police officer shall report for work ten (10) minutes prior to the beginning of the police officer's shift.

b. The normal work schedule for an employee of the Public Works Department except the Waste Water Treatment Plant shall be Monday through Friday from 7:30 A.M. to 4:00 P.M., with an unpaid lunch period of one-half (1/2) hour. The normal work schedule can be changed by mutual agreement of the employer and the employee.

c. The normal work schedule for an employee of the Waste Water Treatment Plant shall be forty (40) hours during the period from Friday at 12:00 P.M. to the following Friday at 12:00 P.M.

d. The normal work schedule for an employee of the City Hall shall be Monday through Friday from 8:00 A.M. to 5:00 P.M. with an unpaid lunch period of one (1) hour. The normal work schedule can be changed by mutual agreement of the employer and the employee.

Section 4. To the extent reasonably possible, each employee shall receive a fifteen (15) minute break during the first half of the work day and a fifteen (15) minute break during the second half of the work day.

Section 5. A work week for police department employees shall commence at 6:00 A.M. on Saturday and shall end at 6:00 A.M. on the following Saturday. A work week for all other employees shall commence at 12:00 midnight on Friday and shall end at 12:00 midnight on the following Friday.

## ARTICLE 11 - OVERTIME

### A. Overtime

Section 1. Overtime shall be defined as any time properly authorized or approved by the Employer in excess of the employee's normal forty (40) hour work week provided that report time shall not be considered as hours worked for determining overtime under this

Agreement. An employee shall be required to work such overtime as the employer requires.

Section 2. No employee shall be paid or otherwise compensated more than once for work performed, nor shall pay, compensation or benefits be pyramided.

Section 3. Overtime shall not be used to punish or reward employees.

Section 4. In determining whether an employee is entitled to overtime, only hours actually worked shall be counted in determining whether an employee is entitled to overtime. Vacation leave, holiday leave, and compensatory time off shall be counted as hours actually worked.

Section 5. Overtime shall be paid at one and one-half (1 1/2) times the employee's regular hourly rate of pay, as set out in Appendix A.

#### B. Call-Back Time

Section 1. An employee who is called back to work by the Employer shall receive a minimum of two (2) hours pay at the overtime rate. The minimum does not apply when an employee is called back to work within two (2) hours of the employee's regular starting time, or is required to stay over for less than two (2) hours beyond the employee's regular quitting time. The Employer shall notify an employee of any change from the employee's regular shift at least eight (8) hours prior to the rescheduled starting time. The employee will be paid at the overtime rate for all hours worked prior to their regular shift when said notification is less than eight (8) hours in advance.

#### C. Court Time

Section 1. An employee required to appear for Court during off duty hours shall be paid for actual time spent, with a minimum of two (2) hours pay at the overtime rate, unless the Court appearance and the beginning or end of an employee's scheduled workday shifts overlap. In that event, the employee is paid for actual time spent. The employee shall turn over to the Employer witness fees collected by the employee when received.

Section 2. Court time must be authorized or approved by the Department Head and is only payable when the employee is

required to testify in a criminal or civil matter for the Employer, or in a criminal matter for another law enforcement agency when directed to do so by the Employer.

#### D. Compensatory Time

Section 1. An employee may choose compensatory time off in lieu of payment for overtime under the following conditions.

Section 2. An employee desiring compensatory time off rather than payment shall so notify the Employer prior to the cutoff period for computing wages for the period in which the payment would ordinarily have been made.

Section 3. The Employer shall keep a record of the compensatory time which an employee has earned or used and the employee may request to see such record at any reasonable time.

Section 4. Compensatory time will be accrued in an amount directly comparable to the amount which the employee would have been paid. If an employee is entitled to an hour of pay at the regular straight time rate but chooses compensatory time, the employee will be credited with one (1) hour of such time. If an employee is entitled to an hour of pay at the overtime rate, but chooses compensatory time, the employee will be credited with one and one-half (1 1/2) hours of such time.

Section 5. Compensatory time off will be granted at the time selected by the employee, so long as it does not conflict with the operation of the Employer.

Section 6. An employee may accrue a maximum of ninety-six (96) hours of compensatory time off. It is the policy of the Employer to require that compensatory time off be used as soon as is reasonably possible after it has accrued.

### ARTICLE 12 - HOLIDAYS

Section 1. The following ten (10) days are designated as holidays, to-wit: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day and two Floating Holidays.

## Section 2.

a. For non-shift employees, if a holiday falls on Saturday, the preceding Friday shall be observed as the holiday and if a holiday falls on Sunday, the following Monday shall be observed as the holiday. The Christmas Eve Holiday shall be observed on the day after Christmas if Christmas falls on a Sunday, Monday or Thursday.

b. For shift employees, the actual holiday shall be observed as the holiday. For purposes of this Article, a holiday shall commence with the first shift change on the day on which the holiday is to be observed and shall continue until the same time the next day.

c. The Floating Holidays shall be scheduled by the employee with the approval of the Department Head and must be taken within the contract year. New employees hired after March 1<sup>st</sup> may carry over the two floating holidays into the next contract year with the approval of the Department Head.

Section 3. In order to be eligible for receiving holiday pay, an employee must have been in the employ of the Employer for not less than thirty (30) calendar days, and, unless excused, must report for work on the last scheduled workday before the holiday and on the first scheduled workday after the holiday. An employee who is on lay-off, or who is discharged, or who is under suspension is not eligible for holiday pay.

Section 4. If an employee is scheduled to work a holiday, and works it, the employee shall receive the employee's current hourly straight time rate of pay. Such an employee shall have the option of being paid an extra hour and a half for each hour worked, or of receiving an hour and a half of compensatory time off for each hour worked. This holiday compensatory time shall be used within one (1) year of the holiday for which it is taken and if not used within one (1) year shall be paid on the employee's next pay check.

On June 30, of each year an employee who has accrued holiday compensatory time off shall be paid on that date for each hour accrued in excess of sixty-four (64) hours. However, an employee with less than six (6) years of service who has accrued holiday compensatory time off shall be paid on that date for each hour accrued in excess of eighty (80) hours. A dispatcher, regardless of years of service, who has accrued holiday compensatory time off shall be paid on that date for each hour accrued in excess of eighty (80) hours.

Section 5. If an employee is not scheduled to work a holiday but is called to work the employee shall be compensated at the rate of one and one-half (1 1/2) times for hours worked on the holiday.

Section 6. In the event a holiday occurs within an employee's vacation period, such day will be counted as a holiday, and not as a day of vacation.

### ARTICLE 13 - VACATIONS

Section 1. For an employee commencing work prior to July 1, 1990, subject to and in accordance with the provisions of this Article, paid vacations shall be earned by an employee after continuous active service pursuant to the following schedule:

- a. During the tenth through nineteenth year of employment, one hundred sixty (160) hours.
- b. During the twentieth and each year thereafter, two hundred (200) hours.

Section 2. For an employee commencing work on July 1, 1990 or later, subject to and in accordance with the provisions of this Article, paid vacations shall be earned by an employee after continuous active service pursuant to the following schedule:

- a. During the first year of employment, forty (40) hours.
- b. During the second through fifth year of employment, eighty (80) hours.
- c. During the sixth through tenth year of employment, one hundred twenty (120) hours.
- d. During the eleventh through twentieth year of employment, one hundred sixty (160) hours.
- e. During the twenty-first and each year thereafter, two hundred (200) hours.

Section 3. No vacation will be granted or paid during the first year of employment until the employee has completed the entire year of service. Thereafter, vacation will be earned on a monthly basis but cannot be taken until the employee has worked the entire anniversary year.

Section 4. The purpose of a vacation is to enable the employee to enjoy periodic rest from the employee's regular job so that the employee may return to work refreshed. Accordingly:



a. A vacation earned must be taken by the employee prior to the employee's next anniversary date, provided that up to ten (10) days of vacation may be carried over to the next anniversary year with the written approval of the Department Head.

b. No employee shall be entitled to vacation pay in lieu of vacation, except that an employee who has more than ten (10) years of continuous active service may request a cash payment for up to eighty (80) hours at the employee's regular rate of pay in exchange for an equal amount of vacation hours, provided that the employee shall have taken at least one hundred twenty (120) hours of vacation in the employee's anniversary year. An employee may request a cash payment only once in the employee's anniversary year and the request must be approved by the City Manager.

c. Upon termination of employment for whatever reason, an employee, or the employee's estate, shall receive a lump sum payment for any vacation earned and not previously taken, at the employee's last regular rate of pay.

Section 5. So far as possible, each vacation will be granted at the time selected by the employee so long as it does not conflict with the operation of the Employer, provided that the final right to allot vacation periods is reserved exclusively to the Employer. A Department may establish a seniority system to give senior employees preference in the selection of vacation.

Section 6. No more than two (2) employees, including a supervisor, within a department, may take vacation at any one time, without the consent of the Department Head; no more than one (1) employee, including a supervisor, within the Cemetery and Parks Department, may take vacation at any one time without the consent of the Department Head.

Section 7. In the event a holiday occurs within an employee's vacation period, such day will be counted as a holiday, and not as a day of vacation.

## ARTICLE 14 - LEAVES OF ABSENCE

### A. Sick Leave

#### Section 1.

a. Sick leave may be used for personal illness and injury including medical or dental appointments during work hours, and may be used for serious illness of a minor child of the employee or of a member of the employee's immediate household, subject to the provisions set out hereinafter. Sick leave will not be allowed if an employee is injured while gainfully employed by a different employer who should be covered by Worker's Compensation.

b. An employee may use up to twenty-four hours of the employee's available sick leave per contract year, to be used for the care of a minor child or member of the employee's immediately household for medical and dental appointments or for instances, which are not a serious illness, such as common cold or flu or other injuries or illness not requiring medical attention. The use of this sick leave will not count against the twenty-four hour accumulative or (3) occurrences triggering a doctor's excuse. In the event that a serious health condition is determined, the leave taken leading up to the diagnosis shall not count against the twenty-four hours per contract year set forth herein.

#### Section 2.

a. An employee hired on or after July 1, 1990 shall accumulate twelve (12) hours of sick leave per month and shall have the right to accumulate unused sick leave up to a maximum of nine hundred sixty (960) working hours; an employee hired before July 1, 1990, shall accumulate twelve (12) hours of sick leave per month and shall have the right to accumulate unused sick leave up to the maximum number of hours the employee had accumulated on June 30, 1990, or to the maximum of one thousand four hundred forty (1,440) hours, whichever is greater.

b. After an employee reaches the employee's maximum accumulation applicable, the employee for the remainder of that contract year will accumulate eight (8) hours of sick leave per month. If the employee does not use more than thirty-two (32) hours of sick leave in the contract year when the employee reaches the maximum accumulation applicable, the employee shall be compensated on or about June 30 of that contract year, for one-third of sick leave hours in excess of the employee's maximum accumulation

applicable. Compensation shall be at the employee's regular hourly rate of pay as set out in the appendix. Any sick leave hours in excess of the employee's maximum accumulation applicable will be deleted as of July 1 of each year. Once an employee has reached the maximum accumulation applicable, the employee will thereafter earn only eight (8) hours a month sick leave until such time as the employee's accumulation falls below 480 hours. An employee with less than 480 hours accumulation shall revert back to earning twelve (12) hours a month sick leave accrual until the employee again reaches the maximum accumulation.

Section 3. An employee who uses a cumulative total of forty-eight (48) or more hours of sick leave in three (3) or more occurrences during any contract year shall furnish the employee's Department Head with a doctor's certificate for each absence due to sickness or injury for the next year which certificate is to be obtained by the employee at the employee's cost. A medical appointment to review a condition which resulted in an employee being charged with a sick leave occurrence shall not constitute an additional occurrence. A sick leave occurrence brought about as a result of an on-the-job injury qualifying for worker's compensation will not be counted toward the above doctor's certificate requirement.

Section 4. To be eligible for sick leave payment, an employee shall notify the Employer as soon as possible, but in any event, not later than one hour prior to the starting time of the employee's workday, unless the employee is unable to notify the Employer because of an emergency.

Section 5. No employee is entitled to compensation for unused sick leave time and termination of service shall terminate any and all obligation of the Employer in connection with the unused sick leave time, except that upon retirement only, an employee will be allowed to apply one-half (1/2) of the value of unused sick leave at the time of retirement based on the employee's regular rate of pay, toward the payment of health insurance premiums until the value is used up. This benefit is personal to the employee and ceases at death. Retirement means only a retirement under the Iowa Public Employees Retirement System or under the Retirement System for Police Officers, and requires the employee to make application for drawing eligible benefits, and to receive such benefits.

Section 6. An employee may use sick leave to the extent it is available to supplement any payment received for an on the job injury for the Employer. If an employee elects in writing to use

sick leave in any period for which an employee is receiving worker's compensation benefits for an on the job injury for the Employer, the Employer shall pay to such employee the amount by which such weekly compensation is exceeded by the amount which such employee would have been entitled to receive as gross pay for the same period as sick leave under this contract. During the statutory waiting period, an employee may elect in writing to use sick leave to the extent it is available. Any amounts paid to an employee under this section shall be chargeable against the employee's sick leave.

Section 7. Sick leave shall be taken in increments of at least one-half (1/2) hour at a time. An employee on sick leave shall receive the regular employee's rate of pay as set out in the Appendix.

Section 8.

a. If sick leave is caused under circumstances creating a legal liability for damages against a third party, and if the employee or the employee's legal representative files a claim for any type of damages, or maintains an action for any type of damages, against a third party, the employee or employee's legal representative shall deliver a copy of the original notice or claim to the Employer within ten (10) days after the claim is made or the action is filed.

b. If the employee's claim for damages includes lost wages covered by sick leave, the Employer shall be indemnified out of the recovery of damages to the extent of sick leave benefits paid to the employee by the Employer, except that the employee's attorney fees and out-of-pocket expenses shall first be deducted from the recovery.

c. If an employee fails to make a claim or bring an action for damages against a third party within thirty (30) days after the Employer's written request to the employee to do so, the Employer is subrogated to the rights of the employee and the Employer may make a claim or file an action against the third party and may recover damages to the same extent that the member may recover damages for the injury. The employee shall execute a subrogation agreement if requested by the Employer.

d. If the Employer should obtain a greater recovery than the amount necessary to reimburse the Employer for the payment of the sick leave payments, the Employer shall pay the remaining sum of money to the employee after deducting the employee's attorney fees

and out-of-pocket expenses in connection with the enforcement of the claim.

e. Before a settlement is effective between the Employer and a third party who is liable for an injury, the employee must consent in writing to the settlement; and if the settlement is between the employee and a third party, the Employer must consent in writing to the settlement.

f. For purposes of this section, any payment made to an injured employee or to the employee's legal representative, by or on behalf of a third party, or the third party's principal or agent, who is liable for, connected with, or involved in causing the injury to the employee, shall be considered paid as damages because the injury was caused under circumstances creating a legal liability against the third party, whether the payment is made under a covenant not to sue, a compromise settlement, a denial of liability or otherwise.

g. In the event that the Employer recovers money under this section, the total amount of money recovered by the Employer will be divided by the employee's regular hourly rate of pay to determine the sick leave recovery of the Employer, and the Employer will then add that many hours of sick leave to the employee's sick leave accumulation.

#### B. Funeral Leave.

Section 1. An employee will be granted five (5) days of paid leave in order to attend the funeral of the employee's spouse or child, including step-child. Any such leave shall be for the five (5) scheduled work days following the death of the employee's spouse, child or step-child.

Section 2. An employee will be granted not to exceed three (3) days of paid leave in order to attend the funeral of the employee's parent, sister, brother, mother-in-law, father-in-law, or member of the employee's immediate household. Any such leave shall be only for the scheduled workdays falling within the period commencing upon the death and extending through the day of the funeral.

Section 3. An employee will be granted not to exceed one (1) day of paid leave in order to attend the funeral of the employee's grandparents, or spouse's grandparents, aunts, uncles, brother or sister-in-law. Any such leave shall be only for the

scheduled workdays falling within the period commencing upon the death and extending through the day of the funeral.

Section 4. An employee may request not to exceed one (1) day of time off without pay to attend the funeral of a relative or friend, or to serve as a pallbearer. An employee may request not to exceed two (2) days off without pay to attend the funeral of a relative listed in Section 1 and 2 if additional travel time is needed in order to attend the funeral.

#### C. Jury Duty

Section 1. An employee who is summoned for jury duty shall receive a paid leave of absence for the time the employee spends on such duty. Said employee shall turn over to the Employer jury service fees.

Section 2. An employee who is summoned for jury duty but who is not selected, shall return to work; an employee who is selected for jury duty shall return to work if released from jury duty within the employee's scheduled work hours.

Section 3. If an employee is subject to call for jury duty, the employee shall promptly notify the Department Head.

#### D. Military Leave

Section 1. The Employer shall comply with the statute (§29A.28, The Code) granting leave of absence for military pay, as the same may be amended from time to time.

#### E. Leave of Absence Without Pay

Section 1. A general leave of absence without pay is a predetermined amount of time off from work for whatever purpose, which has been requested by an employee who has completed the probationary period and which has been approved by the Employer in writing. The employee will be given a copy of the authorization. Upon termination of such leave of absence, the employee shall return to work in the same step or capacity as when the employee left.

Section 2. An illness or rehabilitation leave of absence without pay is an undetermined amount of time off from work without pay, if the employee is unable to return to work after exhausting sick leave, vacation leave, and any unused compensatory time. An employee anticipating such leave shall present a doctor's statement

verifying that the employee's condition incapacitates the employee from working and shall present a doctor's statement setting the date when the employee is able to return to work. Unless the employee returns to work on that date, or on a later date, by reason of written extension granted by the Employer based on medical grounds, the employee shall be considered to have voluntarily resigned. This leave of absence without pay status may extend only for a period of not to exceed four (4) calendar months, except that any state or federal statute or regulation requiring greater time off without pay than is provided in this Section shall be followed.

An employee who is unable to return to work within the four (4) month period shall be considered to have voluntarily resigned at the end of that period. Thereafter such an employee may submit an application to the city for employment in any position the employee is qualified to fill, provided that such application shall include a physician's certification that the employee is physically able to perform the duties of the position applied for. Such an employee will have preference in being hired over any new hire for such position if qualified and physically able to perform.

Section 3. In the event an employee fails to return to work at the end of any leave of absence without pay, the employee shall be deemed to have voluntarily resigned on the last day of such leave, unless such failure to return to work is excused by the Employer. In the event an employee becomes gainfully employed while on leave of absence, the employee shall be considered to have voluntarily resigned.

Section 4. During a leave of absence without pay, the employee:

- a. must pay group hospital premiums falling due during any month the employee is not on the payroll, unless the Employer is required to pay such premium under the Family Medical Leave Act;
- b. must pay premiums for coverage under any group life insurance plan;
- c. shall not receive any other job benefits or allowances;
- d. shall not acquire additional seniority;
- e. shall not earn holiday leave, vacation leave, sick leave or any other leave.

The Employer may make an exception in writing to any of the above conditions (a-e) for leaves not exceeding thirty (30) days.

## ARTICLE 15 - GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a dispute between the Employer and the Union or any employee with regard to the interpretation, application or violation of any of the expressed terms and provisions of this Agreement.

Section 2. A grievance that may arise shall be processed and settled in the following manner:

Step I. An employee who has a grievance shall notify orally the employee's Department Head within seven (7) calendar days after the occurrence of the event giving rise to the grievance. The Department Head shall investigate the grievance and shall issue a decision in writing within a period of seven (7) calendar days. The failure of the Department Head to issue a written decision within said seven (7) calendar days shall be deemed a denial of the grievance and may be appealed to the next step.

Step II. If the grievance is not settled in Step I, the aggrieved employee may present the grievance in writing to the City Manager within seven (7) calendar days after the answer of the Department Head was given or was due, whichever is later. The grievance shall be signed by the employee and shall state specifically the facts of the alleged violation and the provisions of the Agreement that are in dispute, together with a statement from the employee specifying what relief or remedy is desired. The City Manager shall investigate the grievance and issue a decision in writing within a period of seven (7) calendar days. The failure of the City Manager to issue a decision within said seven (7) calendar days shall be deemed a denial of the grievance and may be appealed to the next step.

Step III. If the grievance is not settled in Step II, the Union may appeal to arbitration. The Union shall within ten (10) calendar days from the date that the City Manager's answer was given or was due, whichever is later, request arbitration by written notice submitted to the City Manager, and signed by the Union. When a timely request has been made for arbitration, a representative of the Employer and the Union shall attempt to select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of an arbitrator within seven (7) calendar days of the Employer's receipt of the arbitration notice, the Union may request the Public Employment Relations Board to submit a list of five (5) grievance arbitrators all of whom shall reside in the State of Iowa.



Upon receipt of the list, the parties' designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth and remaining person shall act as the arbitrator.

Section 3. Whenever an individual employee has a grievance as set out above, the employee is entitled to be represented by the Union if the employee so chooses, at any Step of the proceedings and must be represented by the Union in Step III. The Union may also process the grievance on its own.

Section 4. The failure of an employee, or the Union, to appeal a grievance to the next step within the applicable times specified above, shall bar an employee and the Union from appealing the grievance further, and any such grievance shall be considered as abandoned and finally settled.

Section 5. The failure by the Employer to reply within the applicable times as specified above, shall be deemed a denial of the grievance which may then be appealed by the employee or the Union to the next step.

Section 6. Time limits referred to above may be waived or extended at any time by mutual agreement between the Employer and the aggrieved employee and the Union, in writing.

Section 7. An arbitrator selected pursuant to the above provisions shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award within twenty (20) working days, unless an extension of time is granted by the parties. The arbitrator shall have no authority to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no authority to substitute the arbitrator's discretion for that of the Employer in any matter reserved to the Employer by law or the terms of this Agreement. A decision of the arbitrator within the scope of the arbitrator's authority shall be final and binding upon the Employer, the employee, and the Union. Any decision rendered shall not be retroactive, beyond the date on which the alleged grievance occurred.

Section 8. The arbitrator shall not have the power, the authority, or the jurisdiction to accept or decide any grievance which involves a matter within the jurisdiction of the Civil Service Commission (Chapter 400, The Code, Civil Service, as amended).

Section 9. The Employer and the Union shall share equally any joint cost of the arbitration procedure, such as the fees and expenses of the arbitrator, the court reporter, if one is desired by the arbitrator, and the cost of a hearing room and transcript. Any other expenses will be paid by the party incurring them.

## ARTICLE 16 - INSURANCE

### A. Hospital and Medical Insurance

Section 1. The Employer shall, at no premium cost to the employee, maintain for each employee a hospital and medical insurance plan whose benefits are comparable to, but not necessarily identical to, the plan presently in existence. An insurance committee comprised of all city departments shall make recommendations regarding changes affecting coverage. Prior to any change in the plan or the plan provider, the Employer agrees to meet and confer with the Union. However, the final decision as to the terms or to the provider of the insurance plan shall be made by the Employer and shall not be grievable. Insurance coverage shall begin as set out in the policy.

Section 2. The insurance premiums are defined as the total cost of the actual plan purchased from the provider plus the administrative fees per policy and an amount determined annually by the Employer to be contributed to a Self-Insurance Trust Fund.

Section 3. An employee may elect to cover the employee's family under the hospital and medical insurance plan. Commencing on July 1, 2007, an employee shall contribute two hundred thirty-six dollars and seventy two cents (236.72) per month toward the cost of said dependent coverage. Dependent coverage is the difference between the single and family premiums. The employer shall pay the remaining premium costs including the administrative fees. Appropriate changes to premium contributions will be made on July 1, 2008 and July 1, 2009

Section 4. An employee shall pay thirty percent (30%) of the increase in the actual plan premium or be credited with thirty percent (30%) of any decrease in the actual plan premium for dependent coverage over the amount of said premium on July 1<sup>st</sup> of the previous year. An employee's share of the increase or decrease in premium for dependent coverage shall be added to or subtracted from the amount in section 2 above at the beginning of each contract

year. An employee's regular contribution to premiums shall be made through payroll deduction.

Section 5. The City shall continue to maintain a Self-Insurance Trust Fund (Safe-T Fund) to pay down Blue Cross and Blue Shield Plan currently being purchased by the City to limit employee costs (single/family) to \$500/\$1000 deductibles, 10% co-insurance, and \$1500/\$3000 maximum out-of-pocket expenses including the deductibles. No co-payments shall be required for office visits or prescriptions.

Section 6. The Employer agrees to provide the Union with an Income and Disbursement Report for each calendar quarter showing all Safe-T Fund activity and the current fund balance(s). The Employer agrees to determine the monthly insurance premiums and pay into the Safe-T Fund the maximum contributions for the duration of the contract year. Contributions to the fund for single and family plans shall remain at a constant ratio. In the event the fund balance is greater than one hundred fifty thousand dollars (\$150,000) on July 1<sup>st</sup>, an employee's monthly dependent premium shall not increase. In the event the fund balance is less than one hundred fifty thousand dollars (\$150,000) on July 1<sup>st</sup>, an employee's monthly dependent premium may be increased.

#### B. Life Insurance

Section 1. The Employer shall maintain a group term life insurance policy for each employee in the face amount of Twenty Thousand Dollars (\$20,000.00) at no cost to the employee.

Section 2. An employee may elect to cover the employee's spouse or dependents to the extent authorized by the policy. The employee shall pay the cost for such additional premiums through a payroll deduction.

Section 3. Coverage of an employee shall begin as set out in the policy, and coverage will be in accordance with and to the extent provided under the terms of the policy.

### ARTICLE 17 - HEALTH AND SAFETY

Section 1. The Union and the employees will extend their complete cooperation to the Employer in maintaining Employer policies, rules and regulations as to health and safety.

Section 2. The Employer shall be responsible for providing safety or protective clothing and equipment, which the Employer requires the employee to wear or to use, except as set out in Sections 4 and 5.

Section 3. Safety or protective clothing and equipment furnished by the Employer shall be used properly and the employee shall return to the Employer such clothing and equipment at such time as the employment is terminated.

Section 4. Upon proof of purchase, the Employer shall reimburse each employee required to wear steel-toed footwear or for each police officer his/her footwear up to a maximum of \$70.00 per contract year, with a maximum accumulation of \$140.00. New employees will receive up to a maximum of \$140.00 toward the purchase of the first pair of safety footwear (steel-toed or required footwear for police officers).

Section 5. The Employer shall furnish an employee not to exceed one pair of prescription safety glasses with side shields every two years. The employee shall pay any expense of the eye examination.

#### ARTICLE 18 - WAGES

Section 1. The regular rate of pay for each Classification of employee is set out in Appendix A which is attached hereto and by this reference made a part hereof.

Section 2. Any employee whose pay is in dispute, or the employee's representative, shall have the right to examine at reasonable times the time sheets and other records pertaining to the computation of the pay of that employee.

#### ARTICLE 19 - SUPPLEMENTAL PAY

##### A. Longevity

Section 1. Longevity shall be paid to an employee hired before July 1, 1990 as follows, to-wit:

<u>Required Period Completed</u>	<u>Amount Per Month</u>
10 years	130.00
12 years	140.00

15 years	145.00
17 years	155.00
20 years	165.00
25 years	195.00

Section 2. Longevity shall be paid to an employee hired on or after July 1, 1990, as follows, to wit:

<u>Required Period Completed</u>	<u>Amount Per Month</u>
3 years	25.00
5 years	40.00
10 years	60.00
15 years	80.00
20 years	165.00
25 years	195.00

#### B. Grade Certification Pay

Section 1. An employee working as a wastewater treatment plant operator who is certified on the basis of State of Iowa operator grading standards shall receive the following monthly grade certification pay after successfully completing the probationary period:

<u>Grade</u>	<u>Per Month</u>
I	\$30.00
II	\$35.00
III	\$45.00
IV	\$50.00

Section 2. The Employer shall reimburse an employee for the registration fee required to be paid in order to take the grade certification test. The Employer will reimburse the registration fee up to a maximum of two (2) times per grade.

### ARTICLE 20 - SHIFT DIFFERENTIAL

Section 1. An employee of the Police Department shall be paid an additional twenty-five (\$.25) cents per hour for each hour worked between the hours of 6:00 P.M. and 6:00 A.M.

## ARTICLE 21 - GENERAL CONDITIONS

Section 1. This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials and employees.

Section 2. In the event any provision of this Agreement is held invalid by any Court of competent jurisdiction, the said provision shall be considered separable and its invalidity shall not in any way affect the remaining provisions of this Agreement.

Section 3. This Agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement or with respect to any subject matter not referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## ARTICLE 22 - EFFECTIVE PERIOD

Section 1. This Agreement shall be effective July 1, 2007 and shall continue through June 30, 2010.

Section 2. A party seeking a continuance of the contract shall cause a written notice to be served on the other party by September 15th of the year prior to the time when a continuance is desired, and shall indicate at that time whether modifications are desired. Accordingly, if a continuance of the contract is requested for the fiscal year beginning July 1, 2010, notice must be given prior to September 15, 2009, and negotiations will commence after the notice is received.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

CITY OF KNOXVILLE

PUBLIC PROFESSIONAL AND MAINTENANCE  
EMPLOYEES, LOCAL NO. 2003, IUPAT,  
AFL-CIO

By: *Horacio E. Soria*  
MAYOR

By: *Richard D. Schatz*  
BUSINESS REPRESENTATIVE

ATTEST: *D. Rane*  
City Clerk

By: *Phil Fry*

By: *Dan Harmon*

By: *Jonny Halligsted*

## APPENDIX A

### Wage Schedule - Effective July 1, 2007 (4.0%)

	First Step Beginning	Second Step After 1 Year	Third Step After 2 Years
<u>Police Department</u>			
Police Officer	15.80	17.67	19.56
Sergeant	20.48	20.69	20.88
Records Management	12.03	13.23	14.44
<u>Street Department</u>			
Laborer I	12.77	14.63	16.55
Laborer II	16.59	17.16	17.73
Laborer III	17.81	18.02	18.25
<u>Sanitation Department</u>			
Operator I	14.29	16.15	18.03
Operator II	18.10	18.30	18.54
Operator III	18.60	18.77	18.94
<u>Cemetery Department</u>			
Laborer I	12.77	14.63	16.55
Laborer II	16.59	17.16	17.73
Laborer III	17.81	18.02	18.25
Cemetery Supervisor	19.17	20.06	20.91
<u>Administration</u>			
Clerk-Bookkeeper	11.36	12.41	13.44
Maintenance Custodian	12.77	14.65	16.55



## APPENDIX A

### Wage Schedule - Effective July 1, 2008 (3.25%)

	First Step Beginning	Second Step After 1 Year	Third Step After 2 Years
<u>Police Department</u>			
Police Officer	16.31	18.24	20.20
Sergeant	21.15	21.36	21.56
Records Management	12.42	13.66	14.91
<u>Street Department</u>			
Laborer I	13.19	15.11	17.09
Laborer II	17.13	17.72	18.31
Laborer III	18.39	18.61	18.84
<u>Sanitation Department</u>			
Operator I	14.75	16.68	18.61
Operator II	18.69	18.90	19.14
Operator III	19.21	19.38	19.56
<u>Cemetery Department</u>			
Laborer I	13.19	15.11	17.09
Laborer II	17.13	17.72	18.31
Laborer III	18.39	18.61	18.84
Cemetery Supervisor	19.79	20.71	21.59
<u>Administration</u>			
Clerk-Bookkeeper	11.73	12.81	13.88
Maintenance Custodian	13.19	15.13	17.09

## APPENDIX A

### Wage Schedule - Effective July 1, 2009 (3.25%)

	First Step Beginning	Second Step After 1 Year	Third Step After 2 Years
<u>Police Department</u>			
Police Officer	16.84	18.83	20.86
Sergeant	21.84	22.05	22.26
Records Management	12.82	14.10	15.40
<u>Street Department</u>			
Laborer I	13.62	15.60	17.65
Laborer II	17.69	18.30	18.91
Laborer III	18.99	19.22	19.45
<u>Sanitation Department</u>			
Operator I	15.23	17.22	19.22
Operator II	19.30	19.51	19.76
Operator III	19.83	20.01	20.20
<u>Cemetery Department</u>			
Laborer I	13.62	15.60	17.65
Laborer II	17.69	18.30	18.91
Laborer III	18.99	19.22	19.45
Cemetery Supervisor	20.43	21.38	22.29
<u>Administration</u>			
Clerk-Bookkeeper	12.11	13.23	14.33
Maintenance Custodian	13.62	15.62	17.65

- A. An employee hired as a laborer will progress one step each year through the classifications of Laborer I and Laborer II, with the approval of management, until the employee reaches Step 3 of the Laborer II classification. An employee in the classification of laborer will move to Laborer III only when a vacancy occurs in that position and the employee meets the minimum qualifications to fill the vacancy.
- B. An employee hired as an operator will progress one step each year through the classifications of Operator I and Operator II, with the approval of management. Upon successfully completing the requirements for and receiving a Grade I Waste Water Treatment Plant Operator License and a Grade I or greater Collection Systems Operations License issued by the State of Iowa and employment with the City as an operator for a period of 18 months, an employee classified as an Operator I will immediately progress to the classification of Operator II, Step 1.
- C. An employee in the classification of operator will move to Operator III only when a vacancy occurs in that position and the employee meets the minimum qualifications to fill the vacancy.
- D. When an employee classified as a laborer is required, by the supervisor, to work as a Laborer III, operating the grader, backhoe or end loader, the employee shall be paid as a Laborer III, at the employee's current wage step, for each hour so worked, after the first continuous hour working in said higher classification.
- E. When an employee classified as an Operator II is required, by the supervisor, to work as an Operator III and possesses a Class II Waste Water Treatment Plant Operator License issued by the State of Iowa, the employee shall be paid as an Operator III, at the employee's current wage step, for each hour so worked, after the first continuous hour working in said higher classification.